

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

MARGARET ANDERSON,)
MARY DIXON, LATASHA WILLIAMS,)
and KYONNE SUTHERLAND,)
Individually and on behalf of all Others)
Similarly situated,)
Plaintiffs,)
)
SOUTHERN HOME CARE)
SERVICES, INC., and)
RES-CARE, INC.,)
)
Defendants.)

**CIVIL ACTION FILE
NO.: 1:13-cv-00840-LMM**

DECLARATION OF BENJAMIN H. TERRY

I, **Benjamin H. Terry**, declare under penalty of perjury that the following statement is true and correct to the best of my information and belief.

1.

I serve as co-lead counsel for the certified class in this litigation. I am taking the lead on our side in attempting to reach a resolution with defense counsel on claims that remain disputed for whatever reason. Some are claims that were received late, and among these are some for which the claimant has submitted an explanation for the tardiness of the claim. Disputes in these instances center around whether the reason for the late claim constitute good cause such that the claim should be allowed. Other disputed claims deal with unanticipated format,

Exhibit C

presentation, or deficiency in the response from Class Members, for several different reasons. At present, we have been unable to reach agreement with defense counsel on these claims.

2.

Under Paragraph IV(C) of the Settlement Agreement on pages 6-7, Class Counsel, Defense Counsel, and the Settlement Administrator must confer in an effort to resolve all disputed claims. If the parties are unable to reach an agreement, the Settlement Agreement on page 7 states that “the parties shall submit the dispute to Hunter Hughes for final and binding arbitration, with Mr. Hughes’s costs allocated equally between the parties.” In order to allocate Mr. Hughes’s costs equally between the parties, Class Members’ share of Mr. Hughes costs must be reserved from the overall settlement amount. To determine a proper amount to reserve, I contacted Mr. Hughes to obtain an estimate of his likely costs should the claims proceed to arbitration.

3.

In my discussion with Mr. Hughes, I explained the situation and provided him with a detailed overview of the nature of the disputes and the number of claims he could potentially have to arbitrate. Mr. Hughes estimated that he would need approximately 20 hours to complete the process and would charge \$375 per hours per side. He noted that the time might be greater or might be less, but he felt 20

hours was a solid estimate. If Mr. Hughes spent 20 hours on the arbitration, the total cost to Class Members would be \$7,500. In my opinion, reserving \$10,000 from the overall settlement fund to cover Class Members' portion of Mr. Hughes's costs would provide sufficient leeway to ensure that his costs are covered.

4.

I declare under penalty of perjury under the laws of the United States that the foregoing declaration is true and correct.

April 29, 2019

Date

/s/ Benjamin H. Terry

Benjamin H. Terry